



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated July 20, 2022, which reads as follows:

“G.R. No. 225942 (Metro Rail Transit Corporation and Metro Rail Transit Holdings II, Inc., v. Department of Transportation (Formerly, Department of Transportation and Communications)). – The instant Petition for Review on *Certiorari*,¹ filed under Rule 19.36 of A.M. No. 07-11-08-SC, otherwise known as the Special Rules of Court on Alternative Dispute Resolution (Special ADR Rules), assails the Decision² dated July 19, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 134326.

The said issuance affirmed the February 20, 2014 Order³ issued by Branch 66 of the Regional Trial Court (RTC) of Makati City in Special Proceeding No. M-7574 which, in turn, denied the prayer for the issuance of a writ of preliminary injunction (WPI) which was filed by petitioners Metro Rail Transit Corporation (MRTC) and Metro Rail Transit Holdings II, Inc. (MRTH II) (collectively, petitioners) against respondent Department of Transportation (DOTr).

Antecedents

On August 8, 1997, Metro Rail Transit Corporation Limited (MRTCL) entered into a Build-Lease-Transfer Agreement⁴ (1997 BLT Agreement) with the Department of Transportation and Communications, the predecessor of the DOTr,⁵ for the construction and maintenance of the Metro Rail Transit 3 (MRT3) system along Epifanio de los Santos Avenue (EDSA) in Metro Manila.

One of the relevant provisions of the contract barred the DOTr from acquiring, procuring or using Light-Rail Vehicles (LRVs) – train coaches in

¹ *Rollo* (Vol. I), pp. 27-95.

² Id. at 96-111; penned by Associate Justice Maria Elisa Sempio Diy with Associate Justices Ramon M. Bato, Jr. and Manuel M. Barrios concurring.

³ Id. at 112-118; rendered by Presiding Judge Joselito J. Villarosa.

⁴ Id. at 132-197.

⁵ Pursuant to Republic Act No. 10844 which created the Department of Information and Communications Technology (DICT), the DOTC was renamed as DOTr.

particular – other than those provided by MRTCL. Too, MRTCL was given a right of first refusal to supply additional train coaches in the future. Section 5.2 of the 1997 BLT Agreement thus provides:

5.2 Operation. From the Completion Date or the relevant Partial Opening Date, as the case may be, until the end of the Revenue Period, [DOTr] shall ensure that the Operator (a) shall operate LRTS Phase I or the appropriate portion thereof in accordance with all [DOTr]-approved manuals provided by Metro Rail (such approval not to be unreasonably withheld), (b) shall not, except to the extent Metro Rail is in breach of its obligations under Paragraph 9.2(a), operate on LRTS Phase I or the appropriate portion thereof with Metro Rail's consent (which shall not be unreasonably withheld) any vehicle other than (i) those provided by Metro Rail pursuant to this Agreement and (ii) those acquired by [DOTr] after having afforded Metro Rail the right of first refusal to supply such vehicles, (c) in operating LRTS Phase I or the appropriate portion thereof, shall comply in all material respects with Applicable Law relating to the environment.⁶ (Underscoring and emphasis supplied)

On even date, MRTCL executed an Assignment and Assumption Agreement⁷ with MRTC whereby the former transferred all of its rights and obligations to the latter. Thus, MRTC became MRTCL's successor-in-interest in the 1997 BLT Agreement.

In a letter⁸ dated May 14, 2004, MRTC proposed that the government enter into a negotiated contract with it, for the purpose of supplying additional LRVs because the MRT3 system had already reached its design capacity. MRTC reiterated said proposal in another letter⁹ dated May 10, 2005. However, no action was taken by the DOTr.

Subsequently, in letters dated December 19, 2007¹⁰ and March 18, 2008,¹¹ the DOTr, though former Secretary Leandro R. Mendoza (Sec. Mendoza), informed MRTC of its intention to procure 30 refurbished LRVs. The DOTr inquired as to whether MRTC would be exercising its right of first refusal to supply the said LRVs.

The DOTr did not receive any reply from MRTC. Thus, in his letter¹² dated April 21, 2008, Sec. Mendoza construed MRTC's silence as a waiver of its right of first refusal with regard to the said LRVs.

In its letter¹³ dated June 20, 2008, MRTC questioned the DOTr's act of unilaterally declaring the need for 30 additional LRVs. MRTC claimed that as provided in the 1997 BLT Agreement, the passenger capacity of MRT3

⁶ *Rollo* (Vol. I), pp. 154-155.

⁷ *Id.* at 203-224.

⁸ *Id.* at 251-252.

⁹ *Id.* at 253-254.

¹⁰ *Rollo* (Vol. II), p. 612.

¹¹ *Id.* at 610-611.

¹² *Id.* at 613-614.

¹³ *Rollo* (Vol. I), pp. 297-302.

may only be increased upon the concurrence of MRTC and the DOTr. MRTC likewise enumerated DOTr's alleged breaches which primarily pertain to the payment of its various obligations under the 1997 BLT Agreement.

Years later, or on February 22, 2013, the DOTr caused the publication of an Invitation to Bid,¹⁴ opening for public bidding the procurement of 48 LRVs to be used in the MRT3 system, for the total amount of ₱3,769,382,400.00.

Learning of this development, MRTC raised the matter to the DOTr. In letters dated June 13, 2013¹⁵ and July 2, 2013,¹⁶ MRTC reminded the DOTr of its exclusive right to supply LRVs to MRT3, as well as its right of first refusal in accordance with the 1997 BLT agreement.

Replying to MRTC's letters, DOTr Undersecretary Jose Perpetuo M. Lotilla asserted the department's belief that MRTC had already waived or abandoned its right of first refusal as MRT3's maintenance provider.¹⁷

Following news reports¹⁸ that the contract for the procurement of 30 LRVs was set to be awarded to CNR Dalian Locomotive & Rolling Stock, Co., Ltd., a Chinese firm, MRTC sent the DOTr a demand¹⁹ to enter arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) 1976 Arbitration Rules.

The RTC Ruling

On January 29, 2014, MRTC, upon the instance of MRTH II, filed before the RTC of Makati City a Petition for Preliminary Injunction as Interim Measure of Protection (with an Ex-Parte Application for a 20-day Temporary Restraining Order of Protection),²⁰ docketed as Special Proceeding No. M-7574. In asserting its standing to file the said petition in the nature of a derivative suit, MRTH II claims that it has 100% ownership over the outstanding capital stock of MRTC.

MRTC and MRTH II prayed, *inter alia*, that during the pendency of the arbitration proceedings that was proposed to the DOTr, the latter and its officials be enjoined from performing all acts in relation to the procurement of additional LRVs for the MRT3 system, and such other action that would violate its right of first refusal under the 1997 BLT Agreement.

¹⁴ Id. at 255.

¹⁵ Id. at 323.

¹⁶ Id. at 285.

¹⁷ Id. at 324.

¹⁸ Id. at 325-337.

¹⁹ Id. at 225-230; Notice of Arbitration dated January 20, 2014.

²⁰ *Rollo* (Vol. II), pp. 554-590.

In its Comment/Opposition,²¹ the DOTr, through the Office of the Solicitor General (OSG), contended that MRTH II neither had the standing nor the authority to file the petition on behalf of MRTC;²² that MRTC's right of first refusal is null and void for being contrary to public policy;²³ that even if the right of first refusal was valid, MRTC had already waived it due to its unjustified delay in replying to the DOTr's letters regarding the procurement of the LRVs in question;²⁴ and that injunction cannot be issued against government infrastructure projects such as MRT3.²⁵

In an Order²⁶ dated January 30, 2014, the RTC issued a 20-day Temporary Order of Protection (TOP) against the DOTr and its officials.

However, one day after the expiration of the TOP, or on February 20, 2014, the RTC issued an Order²⁷ denying MRTC and MRTH II's prayer for the issuance of a WPI. The trial court reasoned that because the MRT3 system is a national government infrastructure project, Republic Act (R.A.) No. 8975²⁸ bars it from issuing a WPI against the DOTr and its officials. Only the Supreme Court can issue the said writ, the RTC declared.

In any event, the trial court ruled that MRTC was informed of all the actions taken by the DOTr in undertaking the acquisition of the subject LRVs, and that MRTC never gave DOTr a definitive answer when it was asked if it would exercise its right of first refusal.²⁹

Ultimately, the RTC disposed:

WHEREFORE, premises considered, the instant prayer for preliminary injunction is DENIED for lack of legal basis.

SO ORDERED.³⁰

Aggrieved, MRTC and MRTH II filed with the CA a Petition for Review³¹ under Rule 19.12 of A.M. No. 07-11-08-SC. They insisted on the propriety of a WPI as an interim measure of protection to ensure MRTC's rights under the 1997 BLT agreement, as well as the issuance of a writ of injunction to cement said rights.

²¹ Id. at 768-805.

²² Id. at 780-786.

²³ Id. at 786.

²⁴ Id. at 793.

²⁵ Id. at 800.

²⁶ *Rollo* (Vol. III), pp. 1260-1261.

²⁷ *Rollo* (Vol. I), pp. 112-118.

²⁸ AN ACT TO ENSURE THE EXPEDITIOUS IMPLEMENTATION AND COMPLETION OF GOVERNMENT INFRASTRUCTURE PROJECTS BY PROHIBITING LOWER COURTS FROM ISSUING TEMPORARY RESTRAINING ORDERS, PRELIMINARY INJUNCTIONS OR PRELIMINARY MANDATORY INJUNCTIONS, PROVIDING PENALTIES FOR VIOLATIONS THEREOF, AND FOR OTHER PURPOSES.

²⁹ *Rollo* (Vol. I), pp. 117-118.

³⁰ Id. at 118.

³¹ *Rollo* (Vol. III), pp. 1262-1333.

The CA Ruling

On July 19, 2016, the CA issued the herein assailed Decision³² denying the petition for review filed by MRTC and MRTH II.

Limiting its ruling on the issue of the RTC's denial of the application for the issuance of a WPI as an interim relief, the CA ruled that, indeed, only the Supreme Court can grant the same. Since the MRT3 project squarely falls within the definition of a national government project, all courts, with the exception of the Supreme Court, are prohibited from issuing a WPI against it. Moreover, the appellate court ruled, the evidence on record is insufficient to prove that MRTC will suffer grave and irreparable injury by virtue of the denial of its application for injunctive reliefs.³³ Thus:

WHEREFORE, premises considered, the instant Petition for Review under Rule 19.12 of A.M. No. 07-11-08-SC, otherwise known as the "Special Rules of Court on Alternative Dispute Resolution" or "Special ADR Rules", filed by petitioners Metro Rail Transit Corporation (MRTC) and Metro Rail Transit Holdings II, Inc. (MRTH II), is **DENIED**. The assailed Order dated February 20, 2014 of Branch 66, Regional Trial Court of Makati City in Special Proceeding No. M-7574 entitled "*Metro Rail Transit Corporation and Metro Rail Transit Holdings II, Inc. vs. Department of Transportation and Communications*" is **AFFIRMED** in accordance with the pronouncements in this Decision.

SO ORDERED.³⁴

Hence, the present recourse.

Arguments

Petitioners' arguments

Excoriating the CA's refusal to issue an injunction against the DOTr, petitioners contend that the remedy that it seeks is not covered by R.A. No. 8975 because it actually seeks to implement, not enjoin, the 1997 BLT Agreement;³⁵ that even if the MRT3 project falls within the ambit of R.A. No. 8975, it is entitled to the remedy of injunction because (a) the matter is of extreme urgency, (b) it involves a constitutional issue, and (c) the non-issuance of injunction will cause MRTC, MRTH II, and the riding public grave and irreparable injury;³⁶ that DOTr's actions are tantamount to a deprivation of property without due process of law;³⁷ and that MRTC had not waived its right of first refusal under the 1997 BLT Agreement.³⁸

³² *Rollo* (Vol. I), pp. 96-111.

³³ *Id.* at 22-24.

³⁴ *Id.* at 24.

³⁵ *Id.* at 55.

³⁶ *Id.* at 61.

³⁷ *Id.* at 67.

³⁸ *Id.* at 71.

Respondent's arguments

The DOTr, through the OSG, argues that the CA correctly affirmed the RTC's denial of petitioners' application for WPI. The DOTr asseverates that the remedy sought by petitioners seeks to restrain the DOTr and its officials from performing any and all acts in relation to the 1997 BLT Agreement;³⁹ that a WPI cannot be issued by the RTC against national government projects,⁴⁰ such as MRT3;⁴¹ that the instant case is not an exception to the prohibition against injunctive writs;⁴² that MRTC had effectively waived its right of first refusal;⁴³ and that, in any event, petitioners have failed to prove their entitlement to preliminary injunction because, first of all, MRTH II has no legal standing to file a petition on behalf of MRTC.⁴⁴

Issue

Inasmuch as the parties still need to thresh out their opposing viewpoints on the interpretation of their contractual undertakings with each other in the appropriate arbitration proceeding, the only issue that is proper for this Court to resolve is whether or not the RTC erred in denying petitioners' prayer for the issuance of a WPI as an interim measure of protection.

Ruling of the Court

A WPI is an injunctive relief and preservative remedy for the protection of substantive rights and interests.⁴⁵ Being an order granted at any stage of an action or proceeding prior to the judgment or final order,⁴⁶ a WPI may be: (1) a prohibitory injunction, which commands a party to refrain from doing a particular act; or (2) a mandatory injunction, which commands the performance of some positive act to correct a wrong in the past.⁴⁷

R.A. No. 8975 enjoins all courts, except the Supreme Court, from issuing any temporary restraining order, preliminary injunction, or preliminary mandatory injunction against the government, or any of its subdivisions, officials or any person or entity to restrain, prohibit or compel the bidding or awarding of a contract or project of the national government.⁴⁸ The twin objectives of the statute are: (1) to avoid unnecessary increase in construction costs; and (2) to allow the public to enjoy soonest the benefits of national government projects.⁴⁹

³⁹ *Rollo* (Vol. III), p. 1347.

⁴⁰ *Id.* at 1351.

⁴¹ *Id.* at 1348.

⁴² *Id.* at 1355.

⁴³ *Id.* at 1365.

⁴⁴ *Id.* at 1369.

⁴⁵ *Philco Aero, Inc. v. Tugade*, G.R. No. 237486, July 3, 2019.

⁴⁶ *Heirs of Melencio Yu v. Court of Appeals*, 717 Phil. 284, 295 (2013).

⁴⁷ *Spouses Dela Rosa v. Heirs of Juan Valdez*, 670 Phil. 97, 109 (2011).

⁴⁸ *Republic v. Nolasco*, 496 Phil. 853, 868 (2005).

⁴⁹ *GV Diversified International, Inc. v. Court of Appeals*, 532 Phil. 296, 303 (2006).

To this end, Section 3 of R.A. No. 8975 so states:

Sec. 3. Prohibition on the Issuance of Temporary Restraining Orders, Preliminary Injunctions and Preliminary Mandatory Injunctions. — No court, except the Supreme Court, shall issue any temporary restraining order, preliminary injunction or preliminary mandatory injunction against the government, or any of its subdivisions, officials or any person or entity, whether public or private, acting under the government's direction, to restrain, prohibit or compel the following acts:

- (a) Acquisition, clearance and development of the right-of-way and/or site or location of any national government project;
- (b) Bidding or awarding of contract/project of the national government as defined under Section 2 hereof;
- (c) Commencement, prosecution, execution, implementation, operation of any such contract or project;
- (d) Termination or rescission of any such contract/project; and
- (e) The undertaking or authorization of any other lawful activity necessary for such contract/project.

This prohibition shall apply in all cases, disputes or controversies instituted by a private party, including but not limited to cases filed by bidders or those claiming to have rights through such bidders involving such contract/project. This prohibition shall not apply when the matter is of extreme urgency involving a constitutional issue, such that unless a temporary restraining order is issued, grave injustice and irreparable injury will arise. The applicant shall file a bond, in an amount to be fixed by the court, which bond shall accrue in favor of the government if the court should finally decide that the applicant was not entitled to the relief sought.

If after due hearing the court finds that the award of the contract is null and void, the court may, if appropriate under the circumstances, award the contract to the qualified and winning bidder or order a rebidding of the same, without prejudice to any liability that the guilty party may incur under existing laws.

Petitioners do not question the declaration of the RTC and the CA that the MRT3 is a national government project within the definition of Section 2⁵⁰ of R.A. No. 8795. However, they insist that the injunction that they are asking for seeks "to implement, rather than to obstruct, the government project which the DOTr entered into with MRTC."⁵¹ They contend that a WPI would

⁵⁰ SECTION 2. *Definition of Terms.* —

(a) "National government projects" shall refer to all current and future national government infrastructure, engineering works and service contracts, including projects undertaken by government-owned and -controlled corporations, all projects covered by Republic Act No. 6957, as amended by Republic Act No. 7718, otherwise known as the Build-Operate-and-Transfer Law, and other related and necessary activities, such as site acquisition, supply and/or installation of equipment and materials, implementation, construction, completion, operation, maintenance, improvement, repair and rehabilitation, regardless of the source of funding.

⁵¹ *Rollo* (Vol. I), p. 58.

stop the DOTr from committing a serious and material breach of the 1997 BLT Agreement, as well as the constitutional provisions pertaining to the principles of due process and the lawful appropriation of public funds.⁵²

Petitioners' argument is specious.

A cursory perusal of petitioners' prayer before the RTC is in order:

WHEREFORE, it is most respectfully prayed that:

1. Upon filing of this Petition, the Honorable Court immediately issue *ex parte* a Temporary Order of Protection (under Rule 5.9 of the Special Rules of Court on Alternative Dispute Resolution) effective for 20 days from service on the [DOTr], restraining the [DOTr], acting through its officials, employees, and agents, from performing any and all acts related in any manner to its procurement of additional LRVs from MRT3 and from committing any act tending to usurp and violate the rights of MRTC under Sections 5.2 and 14.4 of the BLT agreement.

2. The Honorable Court, after proceedings duly had, issue a Writ of Preliminary Injunction restraining the [DOTr], acting through its officials, employees, and agents, from performing any and all acts related in any manner to its procurement of additional LRVs for MRT3 and from committing any act tending to usurp and violate the rights of MRTC under Sections 5.2 and 14.4 of the BLT Agreement.

Other reliefs, just or equitable under the premises, are likewise prayed for.⁵³

The same prayer is likewise replicated in the instant petition:

WHEREFORE, it is respectfully prayed that this Honorable Court:

1. Upon the filing of the instant Petition, issue a temporary restraining order and/or a writ of preliminary injunction during the pendency of the instant Petition, directing the Department of Transportation x x x to desist from performing further actions relative to its procurement of additional LRVs for the MRT3 system which violate MRTC's rights to the capacity expansion of MRT3 under the BLT Agreement; and

2. After proceedings duly had, REVERSE and SET ASIDE the Court of Appeals' appealed *Order* dated 19 July 2016 and, pending arbitration between Petitioners and the DOTr, issue a Writ of Injunction restraining the DOTr, acting through its officials, employees, and agents, from transacting further with Dalian or otherwise performing any and all acts related in any manner to its procurement of additional LRVs for MRT3 and from committing any act tending to usurp and violate the rights of MRTC under Sections 5.2 and 14.4 of the BLT Agreement.

⁵² Id. at 60.

⁵³ *Rollo* (Vol. II), p. 581.

Other reliefs, just or equitable under the premises, are likewise prayed for.⁵⁴

It is readily apparent that petitioners seek to restrain, prohibit or compel the bidding or awarding of the procurement of the LRVs for MRT3 in favor of other suppliers. The WPI that they are seeking, in the guise of a supposed interim measure of protection, squarely falls within the proscription mandated by R.A. No. 8975. Simply put, the RTC is indeed prohibited from issuing the WPI sought by petitioners.

Petitioners likewise assert that the matter involved in this case falls under the exception to the prohibition laid down by R.A. No. 8975, *i.e.*, that “the matter is one of extreme urgency involving a constitutional issue such that unless the act complained of is enjoined, grave injustice or irreparable injury would arise.”⁵⁵

The party seeking a WPI as an exception to Republic Act No. 8975 must discharge the burden of proving a clear and compelling breach of a constitutional provision.⁵⁶ Thus, in *Dynamic Builders & Construction Co. (Phil.), Inc. v. Presbitero, Jr.*,⁵⁷ the Court declared:

Mere allegation or invocation that constitutionally protected rights were violated will not automatically result in the issuance of injunctive relief. The plaintiff or the petitioner should discharge the burden to show a clear and compelling breach of a constitutional provision. Violations of constitutional provisions are easily alleged, but trial courts should scrutinize diligently and deliberately the evidence showing the existence of facts that should support the conclusion that a constitutional provision is clearly and convincingly breached. In case of doubt, no injunctive relief should issue. In the proper cases, the aggrieved party may then avail itself of special civil actions and elevate the matter.⁵⁸

Here, petitioners have failed to substantiate their bare allegation that they have suffered grave injustice or irreparable injury involving their constitutional rights. At this juncture, We quote with affirmation the following discussion of the CA:

Bare allegation or invocation that MRTC suffered grave injustice and irreparable injury considering that its constitutionally protected rights were violated will *not* automatically result in the issuance of injunctive relief. Petitioners should discharge the burden to show a clear and compelling breach of a constitutional provision. x x x

After a scrutiny of the judicial affidavits of former MRTC Vice President of the Technical Services of MRT3 Phase 2 Rommel C. Gavieta and MRTC Director Rogelio J. Bondoc, Jr. We find that these pieces of

⁵⁴ *Rollo* (Vol. I), p. 84.

⁵⁵ *Department of Foreign Affairs v. Falcon*, 644 Phil. 105, 131 (2010).

⁵⁶ *Lao, Jr. v. LGU of Cagayan De Oro City*, 818 Phil. 92, 116 (2017).

⁵⁷ 757 Phil. 454 (2015).

⁵⁸ *Id.* at 473.

evidence are insufficient to prove grave injustice and irreparable injury to MRTC since their statements are merely self-serving and uncorroborated by independent and disinterested witnesses. Thus, MRTC's assertion that the procurement of additional LRVs by the [DOTr] constitutes irreparable injury and not compensable by damages is highly speculative and conjectural. *Au contraire*, any damage and/or injury that petitioners may suffer due to the continued procurement of additional LRVs is, in fact, quantifiable and if proven, is fully compensable as damages. Therefore, the damage or injury is neither grave nor irreparable as petitioners can be awarded with the amount of damages proven, with interest, if appropriate. Injunctive relief should only be resorted to when there is a pressing necessity to avoid injurious consequences that cannot be redressed under any standard of compensation. In fact, paragraph 7.7 (ii) of the 1997 BLT Agreement provides for the equity value buyout when "x x x [the] [DOTr] fails to perform any material obligation under this Agreement and such failure is not cured within the period of time reasonably required to do so, as such period shall be agreed between the parties not later than 15 days following written notice of such failure to [DOTr] (or, if no such agreement is reached, as determined by arbitration pursuant to paragraph 20.3); it being understood that Metro Rail's right to require such purchase as a result of this clause (ii) is not its exclusive remedy for damage or loss occasioned by such failure[.]" Petitioners even stated in the instant petition that "[t]o protect MRTC's rights as the owner of MRT3, [p]etitioners served upon [DOTr] a Notice of Arbitration." It bears to stress that there is yet to be a definitive determination on whether MRTC still has the right of first refusal to supply additional LRVs for MRT3. *Ainsi*, petitioners' right is doubtful, and more so, their allegations are still being disputed. Indeed, an injunction is not proper.⁵⁹

There is no constitutional issue involved in this case. Although the 1997 BLT Agreement involves a public service and, therefore, is imbued with public interest, the relationship between the DOTr and the MRTC is primarily contractual and their dispute involves the adjudication of contractual rights.⁶⁰

Neither have petitioners proved that MRTC stands to suffer some grave and irreparable injury. While the Court understands petitioners' concerns, there is still no basis for the issuance of a WPI because, as explained by the CA, it can be compensable through the award of damages.⁶¹ As the damages alleged by them can be quantified, it cannot be considered as "grave and irreparable injury" as understood in law.⁶²

All told, the CA correctly affirmed the RTC's denial of petitioners' petition. We deem it best to refrain from ruling on the contractual dispute concerning petitioners and the DOTr since the same should be threshed out and litigated in the appropriate arbitration proceeding between them.⁶³

⁵⁹ *Rollo* (Vol. I), pp. 109-110.

⁶⁰ *Department of Foreign Affairs v. Falcon*, supra note 55 at 155.

⁶¹ *City Government of Baguio v. Masweng*, 835 Phil. 501, 514 (2018).

⁶² *Heirs of Melencio Yu v. Court of Appeals*, supra note 46 at 301.

⁶³ *Busan Universal Rail, Inc. v. Department of Transportation-Metro Rail Transit 3*, G.R. No. 235878, February 26, 2020.

WHEREFORE, the petition is **DENIED** for lack of merit. Accordingly, the Decision dated July 19, 2016 of the Court of Appeals in CA-G.R. SP No. 134326 is hereby **AFFIRMED**.

Petitioners' application for the issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction, being ancillary to the main petition, is likewise **DENIED**.

SO ORDERED."

By authority of the Court:

Misael DCB-H
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court

JB 9/21/22

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